

February 17, 1997  
05000197

BRIAN DERDOWSKI  
Introduced by LARRY PHILLIPS  
GREG NICKELS  
LARRY GOSSETT

Proposed No. 97-102

ORDINANCE NO. 12659

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and International Federation of Professional and Technical Engineers, Local 17, representing Court Reporters in the Superior Court; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the International Federation of Professional and Technical Engineers, Local 17, representing Court Reporters in the Superior Court and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1997, through and including December 31, 1999. The attached Memorandum of Understanding shall be effective from January 1, 1996 through and including December 31, 1996.

INTRODUCED AND READ for the first time this 18<sup>th</sup> day of February, 1997.

PASSED by a vote of 11 to 0 this 10<sup>th</sup> day of March, 1997.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hogue  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

APPROVED this 20 day of MARCH, 1997.

Spencer Ames  
King County Executive

Attachment:  
Collective Bargaining Agreement

cc: Labor Relations, OHRM

INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND  
TECHNICAL ENGINEERS, LOCAL 17 - COURT REPORTERS  
AND  
KING COUNTY

AGREEMENT ON WAGES AND WAGE RELATED BENEFITS

TABLE OF CONTENTS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ARTICLE 1: PURPOSE..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP ..... 2

ARTICLE 3: RIGHTS OF MANAGEMENT ..... 4

ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY ..... 5

ARTICLE 5: HOURS OF WORK ..... 6

ARTICLE 6: WAGE RATES ..... 7

ARTICLE 7: MEDICAL, DENTAL AND LIFE INSURANCE ..... 8

ARTICLE 8: VACATIONS ..... 9

ARTICLE 9: SICK LEAVE ..... 11

ARTICLE 10: JURY DUTY ..... 13

ARTICLE 11: GRIEVANCE PROCEDURE ..... 14

ARTICLE 12: EMPLOYEE RIGHTS ..... 17

ARTICLE 13: HOLIDAYS ..... 18

ARTICLE 14: SAVINGS CLAUSE ..... 19

ARTICLE 15: WAIVER AND COMPLETE AGREEMENT ..... 20

ARTICLE 16: DURATION ..... 21

1 INTERNATIONAL FEDERATION OF PROFESSIONAL  
2 AND  
3 TECHNICAL ENGINEERS, LOCAL 17 - COURT REPORTERS  
4 AND  
5 KING COUNTY

6  
7 PREAMBLE

8  
9 These Articles Constitute an Agreement, terms of which have been negotiated in good faith,  
10 between King County and I.F.P.T.E., Local 17. This agreement shall be subject to approval by  
11 Ordinance of the King County Council. This agreement was entered into for the purpose of setting  
12 forth the mutual understandings of the parties regarding wages and related matters that are within the  
13 legal jurisdiction of King County.

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15 ARTICLE 1: PURPOSE

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17 The intent and purpose of this Agreement is to promote the continued improvement of the  
18 relationship between King County and its employees and to set forth the mutual understandings of  
19 the parties with respect to wages and matters directly related to the wages of Court Reporters in  
20 Superior Court. Each of the provisions in this agreement (i.e., E.E.O. Article 4, Hours of Work  
21 Article 5, etc.) are included only so far as they may apply to wages. Nonwage aspects of such  
22 provisions are not within the legal authority of King County to negotiate and are not covered by  
23 the terms of this agreement.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

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3 *Section 1.* The County recognizes the International Federation of Professional and  
4 Technical Engineers, Local 17, AFL-CIO, as the exclusive bargaining representative relative to  
5 wages and directly related bargainable matters only for those employees working regular full-time  
6 or regular part-time in the classification of Court Reporter in King County Superior Court.  
7 Matters within the control or within the legal jurisdiction of the Superior Court are not covered by  
8 this Agreement.

9 *Section 2.* Employees who are presently members in the Union and new employees hired  
10 after the effective date of this Agreement have an obligation to maintain membership in good  
11 standing or to pay agency fees to the extent required by law during the term of this Agreement,  
12 provided, however, that nothing contained in this Section shall require an employee to join the  
13 Union whose religious beliefs prohibit the payment of dues or initiation fees to union  
14 organizations, in which case the employee shall pay an amount of money equivalent to regular  
15 union dues and initiation fee to a non-religious charitable organization mutually agreed upon by  
16 the employee affected and the bargaining representative to which such employee would otherwise  
17 pay the dues and initiation fee. The employee shall furnish written proof that such payment has  
18 been made.

19 *Section 3.* Upon receipt of written authorization individually signed by a bargaining unit  
20 employee, the County shall have deducted from the pay of such employee the amount of dues as  
21 certified by the secretary-treasurer of the signatory organization.

22 *Section 4.* The signatory organization will indemnify, defend, and hold the County harmless  
23 against any claims made against any suit instituted against the County on account of action taken  
24 or not taken by the County relative to any check-off of dues for the signatory organization. The  
25 signatory organization agrees to refund to the County any amounts paid to it in error on account of  
26 the check-off provision upon presentation or proper evidence thereof.

27 *Section 5.* It is expressly understood that the issue of electronic recording and the operation  
28 of the equipment is not a part of this agreement, whether the equipment is used in Juvenile Court,

1 Mental Illness hearings or other Superior Court activities; provided, that if technological changes  
2 occur which result in court reporters being replaced by other classifications of employees whose  
3 primary responsibility is also to preserve in court testimony, pursuant to RCW 2.32, the employer  
4 agrees to negotiate with the Union the effects of this decision as required by RCW 41.56.

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1 ARTICLE 3: RIGHTS OF MANAGEMENT

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3 The management of the King County Superior Court and the direction of the work force is  
4 vested exclusively in King County Superior Court.

5 The Union acknowledges the right of the County to define and implement a new payroll  
6 system, including but not limited to a biweekly payroll system. Implementation of such system  
7 may include a conversion of wages and leave benefits into hourly amounts. The parties recognize  
8 King County's exclusive right to make the changes necessary to implement such payroll system.  
9 The County agrees to negotiate the effects of such change in the event the change in the payroll  
10 process does not include a transition option for employees.

1 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

2

3 The County or the Union shall not unlawfully discriminate against any individual with  
4 respect to compensation, terms, conditions, or privileges of employment as contained in this  
5 agreement because of race, color, religion, sexual orientation, marital status, national origin, age,  
6 sex, or any sensory, mental or physical handicap (SMPH), unless based on a bona fide  
7 occupational qualification reasonably necessary to the operations of the County. Allegations of  
8 unlawful discrimination shall not be a proper subject for the grievance procedure herein, but may  
9 instead be filed by an employee's complaint pursuant to the procedures outlined in King County  
10 policy, and if not resolved, with the appropriate human rights agency.

11 The parties agree that personnel actions may be taken to accommodate disabilities, as may  
12 be required under the Americans with Disabilities Act (ADA), and that such an accommodation  
13 under the ADA shall take precedence over any conflicting provisions of this agreement.

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1 **ARTICLE 5: HOURS OF WORK**

2       **Section 1. Standard Work Week:** The standard work week consists of five consecutive  
3 days, with the work day beginning at 8:30 a.m. and ending at 4:30 p.m., Monday through Friday,  
4 inclusive of the lunch period. Each Court Reporter reports all sessions of the Superior Court as  
5 directed by the judge presiding. The hours of work, and authority to change such, of Superior  
6 Court Reporters, are vested solely within the authority of the Superior Court.

7       **Section 2. Overtime:** Employees who work up to fifteen minutes prior to or after the  
8 scheduled work day set forth in Section 1 above will receive compensatory time-off at straight  
9 time. Employees required to work beyond 40 hours in a week will be paid or receive  
10 compensatory time at the rate of time and one-half their regular rate of pay, consistent with the  
11 provisions of the F.L.S.A.

12       **Section 3. Job Sharing:** The hours of work for employees who have entered into a job  
13 sharing agreement with the Court shall be spelled out in the job sharing agreement between the  
14 employee and the Court and shall be consistent with the provisions of this article.



1 **ARTICLE 6: WAGE RATES**

2 **Section 1. 1997 Wages Rate:** Effective January 1, 1997, wage rates in effect on  
3 December 31, 1996 shall be increased by 90% of the CPI-W. All Cities Index, September 1995 to  
4 September 1996 base year. provided, however, the amount produced by application of the  
5 foregoing shall not be less than 2.0% (.02) nor greater than 6.0% (.060) of said wage rates in effect  
6 on December 31, 1996.

7 **Section 2. 1998 Wages Rate:** Effective January 1, 1998, wage rates in effect on  
8 December 31, 1997 shall be increased by 90% of the CPI-W. All Cities Index, September 1996 to  
9 September 1997 base year, provided, however, that the amount produced by application of the  
10 foregoing shall not be less than 2.0 (.02) nor greater than 6.0% (.060) of said wage rates in effect  
11 on December 31, 1997.

12 **Section 3. 1999 Wages Rate:** Effective January 1, 1999, wage rates in effect on  
13 December 31, 1998 shall be increased by 90% of the CPI-W. All Cities Index, September 1997 to  
14 September 1998 base year, provided, however, that the amount produced by application of the  
15 foregoing shall not be less than 2.0 (.02) nor greater than 6.0% (.060) of said wage rates in effect  
16 on December 31, 1998.

17 **Section 4. Regular Part Time Employees:** Regular part time employees will receive pay on  
18 a pro rated basis. Employees working part time due to a job sharing arrangement shall receive pay  
19 and benefits as provided for part-time employees  
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1 ARTICLE 7: MEDICAL, DENTAL AND LIFE INSURANCE

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3       *Section 1.* King County presently participates in group medical, dental, and life insurance  
4 programs. The County agrees to maintain the level of benefits as currently provided by these  
5 plans and pay premiums as currently practiced, during the life of this Agreement, except that the  
6 Union concurs in and agrees to the County's implementation of any recommendation of the Joint  
7 Labor Management Insurance Committee, which may meet at any time during the life of this  
8 agreement or after its expiration.  
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1     ARTICLE 8: VACATIONS

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3         *Section 1.* All regular full-time employees shall earn annual leave credit at the rate of one  
4 hundred seventy-five (175) hours per year; provided, however, that regular part-time employees  
5 shall earn annual leave at a rate proportionate to the percentage of time worked and pro tem  
6 employees do not earn annual leave.

7         *Section 2.* A leave of absence without pay for less than thirty (30) calendar days shall not  
8 constitute an interruption of continuous service for the purpose of determining eligibility for  
9 additional annual leave credits. Annual leave credits will not be earned during leaves of absence  
10 without pay. A new employee is not eligible to use annual leave credits until after the completion  
11 of six (6) months continuous service. Each employee shall have the option of accruing annual  
12 leave up to a maximum of forty (40) days. The King County Personnel Director or his/her  
13 designee may grant an employee specific permission to exceed the forty (40) days maximum for a  
14 period of not longer than one (1) year. The time at which annual leave may be drawn by an  
15 employee shall be subject to the prior written approval of the supervising authority. An employee  
16 who has completed twenty-five (25) years of service shall be entitled to twenty-six (26) days of  
17 annual leave each year thereafter. An employee who has completed thirty (30) years of service  
18 shall be entitled to twenty-seven (27) leave days each year thereafter.

19         *Section 3.* No employee shall earn a month's vacation credit during a month when the  
20 employee is absent without pay more than three (3) working days. An employee shall not be  
21 granted vacation benefits if not previously accrued by the employee.

22         *Section 4.* No person shall be permitted to work for compensation for the County in any  
23 capacity during the time when vacation benefits are being drawn.

24         *Section 5.* Upon termination for any reason (except retirement), the employee will be paid  
25 for unused vacation credits up to the maximum allowable accumulated vacation of forty (40) days.  
26 In cases of separation by death, payment of unused vacation benefits shall be made to the  
27 employee's estate, or in applicable cases as provided by RCW Title 11. Upon retirement,  
28

1 employees shall receive pay for no more than 240 hours of accrued vacation and sick leave  
2 combined.

3 *Section 6.* Employees may accrue additional vacation beyond the maximum specified  
4 herein when as a result of cyclical workloads or work assignments accrued vacation will be lost.  
5 Otherwise, employees shall use or forfeit the excess accrual prior to December 31 of the year in  
6 which the excess was accrued.

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1 **ARTICLE 9: SICK LEAVE**

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3 *Section 1.* Every regular (budgeted) full-time and regular (budgeted) part-time employee  
4 shall accrue sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled  
5 annual hours of the employee's position; except that sick leave shall not begin to accrue until the  
6 first of the month following the month in which the employee commenced employment. The  
7 employee is not entitled to sick leave if not previously earned.

8 As an example of the above formula, an employee whose annual work schedule is 1820  
9 hours shall accrue sick leave monthly at a rate of .00384615 times 1820, or seven (7) hours per  
10 month.

11 *Section 2.* Employees are eligible for payment on account of illness for the following  
12 reasons:

- 13 (a) Employee illness;
- 14 (b) Noncompensable injury of an employee (.e.g., those injuries generally not eligible or  
15 worker's compensation payments);
- 16 (c) Employee disability due to pregnancy or childbirth;
- 17 (d) Employees exposure to contagious diseases and resulting quarantine;
- 18 (e) Employee keeping medical, dental, or optical appointments, provided that regular  
19 part-time employees are expected to schedule nonemergency medical and dental  
20 appointments on nonwork time;
- 21 (f) Illness of a member of the employee's immediate family or to care for children under  
22 age 18 when they have a health condition that requires supervision or treatment.

23 *Section 3.* No employee shall earn sick leave credit during a month in which the employee  
24 is absent without authorization or absent without pay for more than three (3) days.

25 *Section 4.* There shall be no limit to the hours of sick leave benefits accrued by an  
26 employee.

27 *Section 5.* Separation from County employment except by reason of retirement or layoff  
28

1 due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to  
2 the employee.

3 **Section 6.** Accrued sick leave may be used for absence due to temporary disability caused  
4 by pregnancy.

5 **Section 7.** Sick leave because of an employee's physical incapacity shall not be approved  
6 where the injury is directly traceable to employment other than with the Court.

7 **Section 8.** Employees who, after five (5) years of service, either retire as a result of length  
8 of service or who terminate by reason of death shall be paid (or their estate receive) an  
9 amount equal to thirty-five (35) percent of their unused, accumulated sick leave. All payments  
10 shall be based on the employee's base rate.

11 **Section 9.** Employees injured on the job may use accrued sick leave and vacation benefits to  
12 supplement King County Worker's Compensation payments but may not simultaneously collect  
13 sick leave and worker's compensation payments in a total amount greater than the net regular pay  
14 of the employee.

15 **Section 10. Family Care and Death:**

16 (a) Regular, full-time employees shall be entitled to three (3) days (21 hours) of  
17 bereavement leave a year.

18 (b) In cases of family care where no sick leave benefit exists, the employee may be  
19 granted leave without pay, consistent with the Federal Family Medical Leave Act.

20 (c) In the application of any of the foregoing provisions, when a holiday or regular day  
21 off falls within the prescribed period of absence, it shall not be charged against sick leave accrual.

22 **Section 11. Immediate Family:** Immediate family, for purposes of this article, shall be  
23 limited to the children, parents siblings, father-in-law mother-in-law, spouse or any relative living  
24 with the employee.

25 **Section 12.** Regular part-time employees shall be granted family sick leave, sick leave and  
26 bereavement leave hours in the same proportion as their scheduled hours of work are to the  
27 standard work week. For example, an employee working 17-1/2 hours each week shall be granted  
28 10.5 hours of bereavement leave.

1 ARTICLE 10: JURY DUTY

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3        *Section 1.* Any regular employee ordered on a jury shall be entitled to his or her regular pay,  
4 provided that fees received for such duty, exclusive of mileage, shall be deposited with the County  
5 Finance Office. No mileage shall be paid to an employee serving on a jury at the King County  
6 Courthouse.

7        *Section 2.* Employees shall immediately report to their work supervisor whenever dismissed  
8 from jury service, in whole or in part.

1 ARTICLE 11: GRIEVANCE PROCEDURE

2  
3 King County and the Union recognize the importance and desirability of settling grievances  
4 promptly and fairly in the interest of good employee relations and morale and to this end the  
5 following procedure is outlined. To accomplish this, every effort will be made to settle grievances  
6 at the lowest possible level of supervision.

7 Grievances are to be heard on County time. Employees will be unimpeded and free from  
8 restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their  
9 grievances.

10 **Section 1. Grievance Definition:** An issue raised by a signatory party to this agreement  
11 relating to the application of wages and wage-related matters as set forth in this agreement.

12 **Section 2.** A grievance must be presented within ten (10) working days after the occurrence  
13 of the incident that gave rise to such grievance. Employees have the right to union representation  
14 at all levels. Grievances filed by the Union on an individual or group issue shall be filed at the  
15 appropriate level with the agreement of the County in order to expedite resolution. Copies of the  
16 written grievance must be made available to lower level supervision.

17 **Section 3. Procedure:**

18 **Step 1.** A grievance relating to wages shall be verbally presented by the Union to the  
19 Court Administrator or designee. The Court Administrator or designee shall gain all relevant facts  
20 and shall attempt to resolve the matter and notify the Union and the County within five (5)  
21 working days.

22 **Step 2.** If, after thorough discussion, the decision of the Court Administrator has not  
23 resolved the grievance satisfactorily, the grievance may be presented to King County Labor  
24 Negotiator or designee.

25 **Step 3.** If the grievance is not resolved at Step 2 of the procedure upon mutual  
26 agreement, the Employer and the Union may submit the grievance to the Public Employment  
27 Relations Commission (PERC) or another mutually agreed upon mediator for mediation within five  
28



1 (5) workdays of the Employer's last response. If mediation fails to resolve the issue(s), then the  
2 matter may be referred to arbitration.

3 Proceedings before the mediator shall be informal and the rules of evidence shall not apply.  
4 No record of the meeting of any kind shall be made. The mediator shall have no authority to  
5 resolve the grievance except by agreement of the Union and the Employer. In the event the  
6 grievance is not resolved, the mediator may provide the parties an oral advisory opinion in a  
7 separate or joint session.

8 If either party does not accept an advisory opinion, the matter may then proceed to arbitration;  
9 the arbitration hearings shall be held as if the grievance mediation effort had not taken place.  
10 Nothing said or done by the parties or the mediator during the grievance mediation session can be  
11 used against them during the arbitration proceedings.

12 **Step 4.** Failing resolution at Step 3, either party may request arbitration within thirty  
13 (30) calendar days of the conclusion of Step 3, specifying the exact question which it wishes to  
14 arbitrate. The parties shall select a third disinterested party to serve as an arbitrator. In the event  
15 that the parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list  
16 supplied by PERC or one of the private services, whichever source is mutually acceptable. The  
17 arbitrator will be selected from the list by both the County representative and the Union. The  
18 party to strike first will be determined by a coin toss. The arbitrator shall be asked to render a  
19 decision within thirty (30) days after the case is heard by the arbitrator, and the decision of the  
20 arbitrator shall be final and binding on both parties.

21 The arbitrator shall have no power to change, alter, detract from or add to the provisions of  
22 this Agreement, but shall have the power only to apply and interpret the provisions of this  
23 Agreement in reaching a decision.

24 The arbitrator's fees and expenses shall be borne equally by both parties.  
25 No matter may be arbitrated which the County, by law, has no authority over and has no authority  
26 to change.

27 There shall be no strikes, cessation of work or walkouts during such conferences or  
28 arbitration.

1 Each party to an arbitration proceeding shall bear the full cost of its representatives and witnesses.

2 *Section 4.* Time limits set forth in this Article may be extended by mutual agreement in  
3 writing.

4 *Section 5.* Grievances processed through Step 2 of the grievance procedure shall be heard  
5 during normal working hours unless stipulated otherwise by the parties. Employee representatives  
6 essential to such hearings and directly involved in such grievance meetings shall be allowed to do  
7 so without suffering a loss in pay at a mutually agreeable time during their normal working hours.

8 *Section 6.* Arbitration awards or grievance settlements shall not be made retroactive beyond  
9 the date of the occurrence or nonoccurrence upon which the grievance is based, that date being ten  
10 (10) working days or less prior to the initial filing of the grievance.

11 *Section 7. Election of Remedies.* If Employees have access to multiple procedures for  
12 adjudicating grievances, then selection by the Employee of one procedure will preclude access to the  
13 other procedures. Selection is to be made no later than at the conclusion of Step 2 of the grievance  
14 procedure in Article 11.

1 ARTICLE 12: EMPLOYEE RIGHTS

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3 Up to two (2) Union Stewards representing the Union's interest during contract negotiations  
4 are authorized to meet with County management during working hours without loss of pay.  
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1 **ARTICLE 13: HOLIDAYS**

2 **Section 1.** All employees shall be granted the following holidays, with pay:

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4	New Year's Day	January 1
5	Martin Luther King Day	Third Monday in January
6	President's Day	Third Monday in February
7	Memorial Day	Last Monday in May
8	Independence Day	July 4
9	Labor Day	First Monday in September
10	Veteran's Day	November 11
11	Thanksgiving Day	Fourth Thursday in November
12	Day after Thanksgiving	
13	Christmas Day	December 25

14 and any days designated by public proclamation of the Chief Executive of the State as a legal  
15 holiday, and one (1) personal holiday.

16 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the  
17 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

18 Holidays paid for but not worked shall be recognized as time worked.

19 **Section 2. Personal Holidays:** The personal holiday shall be available for use at the  
20 beginning of each calendar year and must be used in that year or lost. Employees completing a  
21 probationary period are entitled to utilize the floating holiday during the term of their probation.

22 **Section 3.** An employee must be in a pay status on the day prior to and the day following a  
23 holiday to be eligible for holiday pay. Provided, however, that an employee who has at least five (5)  
24 years of county service and who retires at the end of a month, the last regularly scheduled working  
25 day of which is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay  
26 status the day before the day observed as a holiday.

27 **Section 4. Part-Time Employees:** Holiday benefits for regular part-time employees shall be  
28 prorated.

1 ARTICLE 14: SAVINGS CLAUSE

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3       Should any part hereof or any provision herein contained be rendered or declared invalid by  
4 reasons of any existing or subsequently enacted legislation or by any decree of a court of competent  
5 jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the  
6 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and  
7 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full  
8 force and effect.

1 **ARTICLE 15: WAIVER AND COMPLETE AGREEMENT**

2  
3 The parties acknowledge that during the negotiations resulting in this Agreement each had the  
4 unlimited right and opportunity to make demands and proposals with respect to any and all subjects  
5 or matters not removed by law from the area of collective bargaining and understandings and  
6 agreements arrived at by the parties after exercise of that right and opportunity are set forth in this  
7 Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right and  
8 each agrees that the other shall not be obligated to bargain collectively with respect to any subject or  
9 matter not specifically referred to or covered in this Agreement, even though such subject or matter  
10 may not have been within the knowledge or contemplation of either or both of the parties at the time  
11 they negotiated or signed this Agreement. All rights and duties of both parties are specifically  
12 expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the  
13 entire agreement between the parties and concludes collective bargaining for its terms, subject only to  
14 a desire by both parties to mutually agree to amend or supplement at any time, and except for  
15 negotiations over a successor collective bargaining agreement.

1 **ARTICLE 16: DURATION**

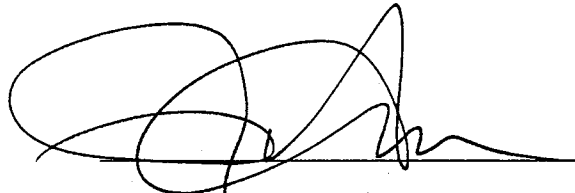
2  
3 *Section 1.* This Agreement shall become effective the first pay date following ratification of  
4 this agreement by the King County Council, and shall remain in effect until December 31, 1999.

5 *Section 2.* Contract negotiations for a succeeding contract may be initiated by either party  
6 providing to the other written notice of its intention to do so at least thirty (30) days prior to  
7 November 1, 1999.

8 *Section 3.* In the event the negotiations for a new Agreement extend beyond the anniversary  
9 date of this Agreement, the terms of this Agreement shall remain in full force and effect to the  
10 extent required by RCW 41.56 unless either party serves the other party with ten (10) days notice  
11 of intent to terminate the existing Agreement.

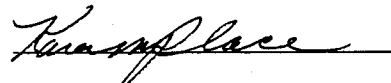
12  
13 APPROVED this \_\_\_ day of \_\_\_\_\_, 1997.

14  
15 KING COUNTY



16  
17 King County Executive

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19 SIGNATORY ORGANIZATION:

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21 

22 International Federation of  
23 Professional and Technical  
24 Engineers, Local 17 AFL-CIO